

I
INDEPENDENT CHARTER
TEMPLATE

CHARTER OF THE

WHEREAS THE APPLICANT *{insert name of applicant}*:

1. **Has submitted** the following plan for education at the charter school including the mission, objective, method of providing a basic education, measurable student academic goals that this charter school will meet, and the process for improving student learning and fulfilling the charter and fulfilling state and national educational goals and standards:

INSERT PLAN

2. **Has submitted** the following performance criteria that will be used to measure student learning and which will be used to demonstrate compliance with the Charter, state, and national educational goals, and standards:

SPECIFY PERFORMANCE CRITERIA

3. **Has submitted** the following plan for the governance, administration, and operation of the charter school, including the manner in which the governing board of the school will be chosen, the nature and extent of parental, professional educator, and community involvement in the governance and operation of the independent charter school, and the means of ensuring accountability to the commissioner, the sending school districts, and the board of regents:

PLAN FOR GOVERNANCE -- PARENTAL, EDUCATOR, AND COMMUNITY INVOLVEMENT-- ACCOUNTABILITY

4. **Has submitted** the following identification of the building that will house the charter school and from whom and under what terms and conditions it is to be provided.

IDENTIFICATION OF BUILDING AND TERMS AND CONDITIONS
APPLICABLE TO THE BUILDING

5. **Has submitted** the following description of what support services will be provided by the sending school district(s) and under what terms and conditions those services are to be provided, and describe what support services the independent charter school will obtain directly from third parties and, to the extent known, under what terms and conditions those services are to be provided:

DESCRIPTION OF SUPPORT SERVICES AND WHO IS TO PROVIDE THEM

6. **Has submitted** the following procedures that will be followed to ensure the health and safety of pupils and staff:

INDICATE HEALTH AND SAFETY PROCEDURES

7. **Has submitted** the following enrollment procedures including the permissible criteria for admission in accordance with applicable state and federal law, along with a policy or policies that outline outreach and recruitment programs to encourage the enrollment of a diverse student population:

DESCRIPTION OF ENROLLMENT AND OUTREACH PROCEDURES

8. **Has submitted** the following explanation of student discipline procedures.

DESCRIPTION OF STUDENT DISCIPLINE PROCEDURES

9. **Has submitted** the following explanation of the relationship that will exist between the charter school and its employees, including the terms and conditions of employment and the qualifications that the employees must meet:

EXPLANATION OF TERMS OF EMPLOYMENT AND EMPLOYEE
QUALIFICATIONS

10. **Has submitted** the following particular identification of the state statutes, state regulations, and sending school district(s) rules from which variances are sought in order to facilitate operation of the charter school with the reasons for each variance and the alternative method by which the concern that gave rise to the regulation or provision will

IDENTIFICATION OF VARIANCES WITH SUPPORTING REASONS FOR THESE VARIANCES

be addressed.

11. **Has submitted** the following financial plan which includes a proposed budget for the term of the charter, and an annual audit of the financial and administrative operations of the charter school, and the manner in which the funds allocated to the independent charter school will be managed and disbursed.

DESCRIPTION OF FINANCIAL PLAN

12. **Has submitted** the following due process procedures by which teaching personnel and parents can legally challenge decisions of the governing board of the school which do not conform to the school's charter:

DESCRIPTION OF DUE PROCESS PROCEDURES

13. **Has submitted** a copy of the proposed bylaws of the proposed charter school.

BYLAWS OF THE SCHOOL

14. **Has submitted** the following ASSURANCES to the Rhode Island Board of Regents for Elementary and Secondary Education that the Charter School will:

- i. **[SPONSORING AGENCY: Applicants will be required to define their relationship with their sponsoring agency throughout the charter term. The language describing roles and responsibilities or any relevant agreements will be inserted here.]**
- ii. Ensure that the Charter School is organized and will be operated as a nonprofit corporation under the laws of the State of Rhode Island and that the Charter School shall at all times maintain itself as a not-for-profit corporation in good standing.

- iii. Ensure that the Charter School will achieve or demonstrate measurable progress toward the achievement of the Performance Criteria (2) identified in this Charter. Upon request, the Charter School shall provide the Commissioner with a written report, along with supporting data, assessing the Charter School's progress toward achieving these goals.
- iv. Provide a minimum of one hundred eighty (180) days of instruction to students per year unless excused under the statute governing emergency shorting of the school year.
- v. If the total number of students who are eligible to attend and apply to the proposed charter school is greater than the number of spaces available, ensure that the independent charter school will conduct a lottery in accordance with state and federal guidelines to determine which students shall be admitted.
- vi. Provide a yearly report to parents, the community, the sending school districts, and the commissioner, which indicates the progress made by the independent charter school during the previous year in meeting the charter objectives;
- vii. Ensure that teachers and administrators will be certified pursuant to state law and regulation.
- viii. Ensure that teachers and administrators will receive prevailing wages and benefits as provided to other Rhode Island public school teachers and administrators.
- ix. Ensure that employment in the charter school will be considered "service" as that term is defined in chapter 16 of this title for purposes of determining the appropriate step on a salary schedule for certified personnel.
- x. Ensure that employment in the charter school will be considered "service" as that term is defined in chapter 16 of this title for determining status in the teachers' retirement system.
- xi. Ensure that employees and prospective employees in the charter school will be deemed to be public school employees, having the same rights under Rhode Island and federal law as employees and prospective employees at a non-chartered public school.
- xii. Ensure that the Charter School will continuously monitor its financial operations by tracking actual versus budgeted revenue and expense.

- xiii. Ensure that the chief financial officer of the proposed charter school will submit a report on a quarterly basis to the state office of municipal affairs certifying the status of the charter school budget.
- xiv. Ensure that quarterly reports will be in a format prescribed by the state office of municipal affairs and the state auditor general.
- xv. Ensure that the reports will contain a statement as to whether any actual or projected shortfalls in budget line items are expected to result in a year-end deficit, the projected impact on year-end financial results including all accruals and encumbrances, and how the independent charter school plans to address any such shortfalls.
- xvi. Ensure that the Governing Board of the Charter School will establish formal policy to prevent and disclose conflicts of interest. Members of the Governing Board and the Charter School shall abide by this policy.
- xvii. Ensure that the Charter School will enroll students in the following grade levels, _____, and shall enroll no more than _____ students.
- xviii. Ensure that in accordance with RIGL 16-77-6.1 (d), students may withdraw from the Charter School for non-disciplinary reasons at any time and enroll in another public school in their sending districts. Students shall be suspended or expelled from the Charter School for disciplinary reasons in accordance with the board of regents regulations for suspensions and/or expulsions, and other public schools may give full faith and credit to that suspension or expulsion.
- xix. Ensure that no contract entered into by the Charter School with any third party shall purport to amend, alter, or modify any provision of the Charter. Any such agreement entered into by the Charter School shall be submitted to the Commissioner. If the Commissioner determines that the Contract does not comply with (a) applicable law, (b) the Charter generally, or (c) otherwise is against public policy, then the Commissioner shall notify the Charter School within forty (40) days of receipt, stating the bases for objecting to the Contract. In such event, the Charter School shall not enter into the Service Contract unless and until the deficiencies noted by the Charter Schools Director have been addressed to the Charter Schools Director's satisfaction.
- xx. Ensure that the Charter School has exclusive control of, and is responsible for, the funds received by the Charter School and the financial matters of the Charter School.

- xxi. Ensure that the Charter School will be subject to an annual financial audit conducted by an independent certified public accountant licensed in the State of Rhode Island.
- xxii. Ensure that the Charter School will comply with all applicable state and federal fiscal reporting requirements.
- xxiii. Ensure that the Charter School will not charge any tuition or fees, except that it may charge for preschool or before-and-after-school programs, unless prohibited under applicable law.
- xxiv. Ensure that the Charter School will operate at the following location _____, unless otherwise permitted by the Commissioner.
- xxv. Ensure that the Charter School will notify the Commissioner immediately as to any of the following:
 - (a) Any material change in the availability or condition of the physical plant, such as through flood, fire, or other unanticipated circumstance;
 - (b) Any allegation that the Organizer or the lessor has breached any lease, deed or other land use agreement concerning the physical plant.
 - (c) Any proposal to move the Charter School from its current facility to another or from its current location to another.
- xxvi. Ensure that If this charter is revoked or expires, the Charter School shall be responsible for winding down operations, including payment of any and all debts, loans, liabilities (contingent or otherwise) and obligations incurred at any time in connection with the operation of the Charter School. No later than 90 days after the charter has been revoked or expires, remaining funds received from the Charter School's sending districts and the state of Rhode Island shall be returned.
- xxvii. Ensure that the Rhode Island Board of Regents and its agents, and the Rhode Island Office of the Auditor General, subject to state and federal laws, shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or students of the Charter School.
- xxviii. Ensure that the Charter School will defend, indemnify and hold harmless the State Board and the R.I. Department of Education, their employees, officers, directors, subcontractors, and agents against any claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including reasonable attorney fees and related

expenses, on account of injury, damage or loss to property or persons, occurring or allegedly occurring in connection with the operation of the Charter School, from acts or omissions of the Charter School, its employees, officers, directors, subcontractors, or agents, or from any debt or contractual obligation incurred by the Charter School.

- xxix. Ensure that the Charter School will comply with applicable state, Federal and local laws that may not be waived pursuant to R.I.G.L. 16-77-11. Nothing in this Charter shall be deemed to apply any other state law to the Charter School.
- xxx. Ensure that the Charter School shall comply with applicable federal laws. Nothing in this Contract shall be deemed to apply any other federal law to the Charter School.
- xxxi. Ensure that [SPONSORING AGENCY] and the Charter School recognize that they have no authority to assign, convey, or obligate to third parties the Charter which has been issued by the Rhode Island Board of Regents.

*Based upon the above **Submissions** and **Assurances**, which are incorporated into the Charter by reference, the Rhode Island Board of Regents for Elementary and Secondary Education hereby grants to _____ a Charter to operate a Rhode Island public school to be named the _____. This charter authorizes the school to operate the Charter School for a five-year term beginning _____, and expiring on _____. In accordance with Rhode Island General Law this charter may be revoked at any time for good cause and in particular if the school or its Organizer:*

- (1) Materially violates provisions contained in this charter;
- (2) Fails to meet or pursue the educational objectives contained in the Accountability Plan;
- (3) Fails to comply with fiscal accountability procedures as specified in this charter;
- (4) Violates provisions of law that have not been granted variance by the board of regents; or
- (5) After three (3) consecutive years of operation, is not a “high-performing charter school,” defined as a charter public school that has demonstrated overall success, including:
 - (i) Substantial progress in improving student achievement; and
 - (ii) The management and leadership necessary to establish a thriving, financially viable charter public school.

If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of this Charter shall remain in full force and effect. Upon termination or revocation of this Charter, the Board of Regents and the Commissioner shall have no further obligations or responsibilities under this Charter to the Charter School or the Organizer or any other person or persons in connection with this Contract.

This Charter is for a fixed term and shall terminate at the end of the Charter term without any further action of either the Board of Regents or the Charter School. This Charter shall commence on the date first set forth above and shall remain in full force and effect for period of (5) academic years and shall terminate on _____, unless sooner revoked, terminated, or suspended pursuant to Rhode Island General Law. Prior to the end of the Charter term, the Charter School may request to be considered for reauthorization. The Commissioner shall establish the process and timeline for considering the Charter School's reauthorization request. Consistent with Rhode Island General Law, the Board of Regents, in its sole discretion, may elect to issue or not to issue a new charter to the Charter School.

In witness of the grant of this Charter, The Rhode Island Board of Regents for Elementary and Secondary Education, in accordance with the Affirmative Vote of its membership, on this ___ day of _____, _____ hereby affixes its seal to this Charter.

{SEAL OF THE BOARD}